

This instrument was prepared by

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Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

FRANKLIN J. GREENING and wife, LUELLA FAY B. GREENING,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

KENNETH E. ALEXANDER and wife, ESTELLE D. ALEXANDER,

(hereinafter called "Mortgagee", whether one or more), in the sum of TWELVE THOUSAND and NO/100 ----- Dollars (\$12,000.00), evidenced by a promissory note of even date repayable according to the terms and at the rate of interest stated therein, with the final installment being due and payable on June 7, 1993.

BOOK 188 PAGE 307

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any extensions of renewals of the same or any portion thereof and also secure any and all indebtedness or obligations, direct or contingent, now existing or hereafter owed or due by Mortgagors or either of them to Mortgagee. NOW THEREFORE, in consideration of the premises, said Mortgagors,

FRANKLIN J. GREENING and wife, LUELLA FAY B. GREENING,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 10, according to Map of the 1974 Addition of Shelby Shores, Phase II, as recorded in Map Book 6, at Page 33, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject only to the following liens, encumbrances, limitations and restrictions:

1. 35-foot building set back line from Fowler Lane as shown on recorded map of said subdivision.
 2. 10-foot utility easement over the Northermost side of said lot as shown on recorded map of said subdivision.
 3. Restrictions as shown of record in the Office of the Judge of Probate of Shelby County, Alabama, in Misc. Book 9, at Page 579.
 4. Permit to Alabama Power Company and Southern Bell Telephone & Telegraph Co. recorded in Deed Book 292, at Page 361, in said Probate Records.
 5. Rights acquired by Alabama Power Company by deeds recorded in Deed Book 253, at Pages 116 and 120, in said Probate Records.
 6. Permit to South Central Bell recorded in Deed Book 300, at Page 250, in said Probate Records.
 7. Permit to Alabama Power Company recorded in Deed Book 225, at Page 918, in said Probate Records.
 8. Restrictions as shown on Map Book 6, at Page 33, in said Probate Records.
- Privilege to prepay the indebtedness secured by this mortgage, in whole or in part, is reserved to the Mortgagors without penalty, accrued interest being due and payable only on the unpaid principal balance to the date of prepayment and thereafter interest shall be due and payable only on the unpaid principal balance.

This is a purchase money mortgage securing part of the purchase price for the above described real estate conveyed to Mortgagors by the Mortgagees simultaneously herewith.

Said property granted free from all incumbrances and any adverse claims, except as stated above

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

FRANKLIN J. GREENING and wife, LUELLA FAY B. GREENING,

have hereunto set their signatures and seal, this 7th day of June, 19 88.

Franklin J. Greening (SEAL)

Luella Fay B. Greening (SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned

, a Notary Public in and for said County, in said State,

hereby certify that Franklin J. Greening and wife, Luella Fay B. Greening,

whose names signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of June, 19 88.

Notary Public.

THE STATE of

COUNTY

I,

, a Notary Public in and for said County, in said State,

hereby certify that

whose name as

of

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of, 19

Notary Public

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN -7 PM 4:04

JUDGE OF PROBATE

1. Deed Tax \$

2. Mtg. Tax 18.00

3. Recording Fee 5.00

4. Indexing Fee 1.00

TOTAL

24.00

MORTGAGE DEED

TO

THIS FORM FROM

Lawyers Title Insurance Corporation

Title Guaranty Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama